

**Liability Waiver – Blue Lakes Adventure Camp, LLC**  
**This form must be signed in person upon arrival prior to entry into campground.**

Campground

All guests of Blue Lakes Adventure Camp, LLC (“Resort”) will be required to be checked in and out upon arrival/departure, and agree to follow the Resort’s rules and regulations.

Acknowledgements of risks, release, indemnification agreement, and covenant not to sue. Each part of this document must be completed and signed before using Resort facilities or participating in Resort activities.

Liability Waiver 2024  
Release of Liability Form

Name Registered with Resort

(Use this space for name, address, phone, email and DOB for each occupant )

Name	Address	Phone Number	Date of Birth

Notice: This legally binding release of liability and waiver of certain legal rights is an enforceable contract between the undersigned user (“you”) and Blue Lakes Adventure Camp, LLC (“Resort” or “Property”), including Resort employees, agents, directors, members and other persons and entities (“Employees”). The pronoun “you” includes any third party whose behalf you are signing. Only legal parents or guardians may sign on behalf of and waive their child’s rights as set forth below. Legal advice should be sought if anything on this document is not understood.

**Assumption and Acknowledgement of Risks**

Any and every person desiring to participate in or use any entity on or maintained by the Resort, including but not limited to: fire rings, the pool, playground, common areas bathhouse pavilion grills (any “Facilities”); or hiking, swimming, exercising, running, biking, showering, and any

other resort related activity, including ones occurring near or at the water or in nature (“Activities”) must complete this Waiver of Liability and Release Form. Use or participation in Resort Activities and/or Facilities (also referred to as “Grounds”) creates risks that may result in injury and loss potentially arising from the action, inaction, conduct, or negligence by you, the Resort, or others; the rules of play; adverse weather conditions; or the condition of the Grounds or equipment. Risks may cause physical injury, disability, death, loss of use or damage to personal property, severe social and economic losses, and more.

**BY ENGAGING IN ACTIVITIES OR USING FACILITIES, YOU VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO YOUR USE OF AN PARTICIPATION IN ACTIVITIES ON THE GROUNDS, INCLUDING THE RISK OF SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE.**

1. You have received sufficient information about the Grounds, and recognize other risks and dangers may be, known, unknown, anticipated, unanticipated, or not described herein.
2. You have full knowledge of the nature and extent of all risks associated with the Grounds, and willfully assume such risks associated with your intentional and actual use, despite the harm that may result. You are responsible for requesting, reading, and complying with Resort Rules, Regulations and Policies, which are subject to change. Non-compliance may result in the denial of entry, participation, or use of the Grounds, at the Resort or Employees’ discretion.
3. You agree to give up certain legal rights and/or possible claims which you might otherwise assert or maintain against Resort and its owners, affiliates, their respective partners, agents, operators, managers, employees and representatives (“Released Parties”), including, but not limited to, rights arising from or claims for the acts or omissions, fault or negligence of the Released Parties. This applies to losses, damages, death or injury actually or allegedly caused in whole or part by the negligence of the Released Parties, including claims of stolen or damaged property, virus or illness, including COVID- 19, allergic reactions, bug or insect bites, and anything else that may occur while on the Property.
4. You and any of your agents, children, heirs, or representatives acting on your behalf promise and agree to the covenants to hold harmless and to indemnify the Released Parties against all damage which you may negligently or intentionally cause to third parties during your participation in or use of the Grounds and assume full responsibility and legal liability (including reasonable attorneys’ fees) for such claims.
5. You understand that this Waiver of Liability and Release Form is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by you while on or using the Facilities, Grounds, and/or Activities.
6. You agree, for yourself and your heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Related Parties which you or your heirs may have as a result of any personal injury, death or property damage you may sustain while on or using the Facilities, Grounds, and/or Activities.

7. If an accident occurs, you become ill, or injured during use or stay on the Property, you consent to medical treatment. You will not be provided medical insurance benefits and will be held personally liable for any medical bills, including co-payments and deductibles, even if you have no such insurance. You are in good physical and mental health, not suffering from any condition, disease, or disablement, which can or may potentially affect participation in Activities.

8. You acknowledge and agree that you are fully and solely responsible for any of your property and personal belongings that you bring onto the Grounds and that Released Parties will not be responsible for or provide any security for such belongings.

9. You acknowledge that the Released Parties make no representation as to the condition of the Grounds, Facilities, and/or Activities, or the safety of any structures or equipment that may be used thereon. You accept and shall use the Grounds, Facilities, and/or Activities in their "AS IS" condition. You acknowledge and agree that you are not relying upon any representation or statement by the Released Parties except to the extent such representations are expressly set forth in this agreement.

10. Any photographic images, video, or audio recording taken during your stay or use of the Resort shall be granted to the Resort for use and ownership.

11. This agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Michigan. If a portion of this agreement is held invalid, the valid portions and intent of this agreement shall continue in full force and effect.

**By signing below, you have carefully read and fully understand the effect of relinquishing the above stated rights, and voluntarily sign this Waiver of Liability and Release Form without any inducement. You acknowledge that prior to signing this agreement, you had the opportunity to consult with an attorney to review this agreement. You are at least 18 years of age and fully competent, and you execute this agreement intending to be fully bound by the terms thereof.**

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Full Legal Name

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Name of Responsible Parent/Guardian (if under age 18)